

Application No.: 09/839,664
Response to OA of 06/156/05

Remarks

In the present response, amendments are made, but no new matter is entered. Claims 1-19 are presented for examination.

I. Claim Rejections: 35 USC § 112

Claims 1-9, 12-17, and 19 are rejected under 35 USC § 112, second paragraph, as being indefiniteness. Specifically, the Office Action states the terms "REPLIES" and "SRVS" are unclear.

The terms "REPLIES" and "SRVS" are deleted from the claims and replaced with corresponding recitations. Applicant respectfully requests withdraw of this rejection.

II. Claim Rejections: 35 USC § 103

Claims 1, 2, 4, 5, 7-13, 15, 16, 18, and 19 are rejected under 35 USC § 103 as being unpatentable over USPN 5,878,139 (Rosen). This rejection is traversed.

To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art cited must teach or suggest all the claim limitations. See M.P.E.P. § 2143. Applicants assert that the rejection does not satisfy these criteria.

All Elements Not Taught or Suggested

All of the elements of the claims are not taught or suggested in Rosen. By way of example, limitations from independent claims 1 and 10 are discussed.

Claim 1

Claim 1 recites numerous limitations that are not taught or suggested in Rosen. For example, claim 1 recites "sending the e-ticket from an initial receiving server S_i to a plurality of servers including S_i " (emphasis added). Nowhere does Rosen teach or suggest that a receiving server sends an e-ticket to a plurality of servers including the

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receiving server. The Office Action cites Rosen at col. 43, lines 23-26. This section of Rosen is reproduced below for convenience:

(d) said customer trusted agent sending a copy of said electronic ticket and said dispute information to said merchant trusted agent, via said cryptographically secure session.

This section of Rosen teaches that a customer agent sends a copy of the electronic ticket and dispute information to a merchant agent. This section does not teach or suggest that the customer agent sends the electronic ticket to itself. Again, the claim recites that the e-ticket is sent from the receiving server to plural servers including the receiving server.

As another example, claim 1 recites "wherein each server returns an answer indicative of whether that server previously answered an inquiry for the e-ticket." Nowhere does Rosen teach or suggest this recitation. The Office Action cites Rosen at col. 43, lines 23-26. As noted, this section of Rosen teaches that a customer agent sends a copy of the electronic ticket and dispute information to a merchant agent. This section does not teach or suggest that each merchant agent returns an answer that is indicative of whether it "previously answered an inquiry for the e-ticket."

As yet another example, claim 1 recites "collecting the identities of the answering servers in an answer set" (emphasis added). Nowhere does Rosen teach or suggest this recitation. The Office Action cites col. 14, line 57 – col. 15, line 2. This section of Rosen is reproduced below for convenience:

For example, after a first trusted agent 120 has sent a message to a second trusted agent 120, the Session Manager of the first trusted agent (A) will set a timer for a reply if a reply is required. The Session Manager may also number the message sent. This number would appear in the reply message from the Session Manager of the second trusted agent (B).

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If the timer expires before the message has been received, then Session Manager A will query Session Manager B to determine if the transaction is still running in B. If B does not reply then Session Manager A will abort the transaction. If a reply is received that the transaction is proceeding, then the timer will be reset to a new time.

This section of Rosen teaches an abort subroutine for two trusted agents. If the second agent does not respond to the first agent, then the transaction is aborted. Nowhere does this section of Rosen teach or suggest collecting identities of the answering agents in an answer set.

The Office Action argues that "Rosen does not specifically disclose collecting identities of servers every time an answer set is delivered" (OA at p. 4). Applicant agrees with this admission. The Office Action, however, further states that this feature is obvious "because as server's identity must be collected in order to successfully send a message to that particular server." Applicants respectfully argue that the Office Action is misapplying the teachings of Rosen to the claim limitations. Claim 1 recites that the identities of **answering servers** are collected in an answering set. Rosen does not collect identities of answering servers. Rosen merely teaches that messages are sent to servers. Rosen, though, does not continue to teach that identities of the answering servers are collected in an answer set.

As yet another example, claim 1 recites broadcasting the "e-ticket and the answer set to the plurality of servers" (emphasis added). In other words, the claim recites that both the e-ticket and the answer set are broadcast to the plurality of servers. Nowhere does Rosen teach or suggest that both of these elements are broadcast to plural servers.

The Office Action cites col. 33, lines 11-16 and col. 17, lines 46-49 for teaching these recitations. For numerous reasons, Applicant respectfully disagrees. First, the two sections are unrelated, and the Office Action is using improper piece-meal construction to argue the limitations of claim 1. Column 33 discusses broadcasting public key exchange for a security network. By contrast, column 17 discusses a completely different topic of a buyer sending identity of merchandise to a merchant. Even assuming *arguendo* that these

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sections are combinable (which they are not), the argument of the Office Action still fails. Nowhere does column 17 in Rosen teach or suggest that both the e-ticket and the answer set are broadcast to the plurality of servers. In other words, nowhere does Rosen teach or suggest that both of these elements are broadcast to plural servers.

As yet another example, claim 1 recites "collecting the identity of any server S_k broadcasting the e-ticket and an associated answer set." In other words, the claim recites that both identity of any server broadcasting the e-ticket and an associated answer set are collected. Nowhere does Rosen teach or suggest that both the identity of any server broadcasting the e-ticket and an answer set are collected.

For at least these reasons, claim 1 is allowable over Rosen. A dependent claim inherits the limitations of a base claim. Thus, for at least the reasons given in connection with claim 1, the dependent claims are also allowable over Rosen.

Claim 10

Claim 10 recites numerous limitations that are not taught or suggested in Rosen. For example, claim 10 recites "sending the e-ticket from an initial receiving server S_i to a plurality of servers including S_i " (emphasis added). Nowhere does Rosen teach or suggest that a receiving server sends an e-ticket to a plurality of servers including the receiving server. The Office Action cites Rosen at col. 43, lines 23-26. This section of Rosen is reproduced below for convenience:

(d) said customer trusted agent sending a copy of said electronic ticket and said dispute information to said merchant trusted agent, via said cryptographically secure session.

This section of Rosen teaches that a customer agent sends a copy of the electronic ticket and dispute information to a merchant agent. This section does not teach or suggest that the customer agent sends the electronic ticket to itself. Again, the claim recites that the e-ticket is sent from the receiving server to plural servers including the receiving server.

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As another example, claim 10 recites "wherein each server returns an answer indicative of whether that server previously answered an inquiry for the e-ticket." Nowhere does Rosen teach or suggest this recitation. The Office Action cites Rosen at col. 43, lines 23-26. As noted, this section of Rosen teaches that a customer agent sends a copy of the electronic ticket and dispute information to a merchant agent. This section does not teach or suggest that each merchant agent returns an answer that is indicative of whether it "previously answered an inquiry for the e-ticket."

For at least these reasons, claim 10 is allowable over Rosen. A dependent claim inherits the limitations of a base claim. Thus, for at least the reasons given in connection with claim 10, the dependent claims are also allowable over Rosen.

III. Allowable Subject Matter

Applicant sincerely thanks the Examiner for indicating that claims 3, 6, 14, and 17 are allowable subject to being rewritten in independent form.

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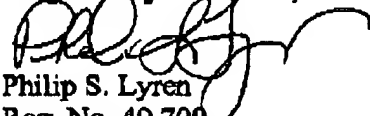
CONCLUSION

In view of the above, Applicant believes that all pending claims are in condition for allowance. Allowance of these claims is respectfully requested.

Any inquiry regarding this Amendment and Response should be directed to Philip S. Lyren at Telephone No. (281) 514-8236, Facsimile No. (281) 514-8332. In addition, all correspondence should continue to be directed to the following address:

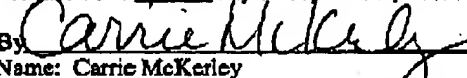
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CERTIFICATE UNDER 37 C.F.R. 1.8

The undersigned hereby certifies that this paper or papers, as described herein, is being transmitted to the United States Patent and Trademark Office facsimile number 571-273-8300 on this 12 day of September, 2005.

By 
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